

**IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Real Value, LLC)	
)	Case No. 24-cv-4129
v.)	
)	Judge: Hon. Matthew F. Kennelly
THE PARTNERSHIPS and)	
UNINCORPORATED ASSOCIATIONS)	
IDENTIFIED ON SCHEDULE A)	
_____)	

PRELIMINARY INJUNCTION ORDER

Plaintiff Real Value, Inc. (“Real Value”) filed a Motion for Entry of a Preliminary Injunction against the against the fully interactive, e-commerce stores¹ operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (collectively, “Defendants”) and using at least the domain names identified in Schedule A (the “Defendant Domain Names”) and the online marketplace accounts identified in Schedule A (the “Online Marketplaces”). After reviewing the Motion and the accompanying record, this Court GRANTS Real Value’s Motion in part as follows.

This Court finds Real Value has provided notice to Defendants in accordance with the Temporary Restraining Order entered June 13, 2024, DOCKET #19 (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

This Court also finds, in the absence of adversarial presentation, that it has personal jurisdiction over Defendants because Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Real Value has provided a basis to conclude that Defendants have targeted sales to Illinois residents by setting up and operating

¹ The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces.

e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using infringing and counterfeit versions of Real Value's federally registered trademarks (the "Real Value Trademarks") to residents of Illinois. In this case, Real Value has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products using counterfeit versions of the Real Value Trademarks. *See* Docket No. 17, which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the Real Value Trademarks.

This Court also finds that the injunctive relief previously granted in the TRO should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65. Evidence submitted in support of this Motion and in support of Real Value's previously granted Motion for Entry of a TRO establishes that Real Value has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that Real Value will suffer irreparable harm if the injunction is not granted.

Specifically, Real Value has proved a *prima facie* case of trademark infringement because (1) the Real Value Trademarks are distinctive marks and are registered with the U.S. Patent and Trademark Office on the Principal Register, (2) Defendants are not licensed or authorized to use any of the Real Value Trademarks, and (3) Defendants' use of the Real Value Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants'

products with Real Value. Furthermore, Defendants' continued and unauthorized use of the Real Value Trademarks irreparably harms Real Value through diminished goodwill and brand confidence, damage to Real Value's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, Real Value has an inadequate remedy at law. Moreover, the public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by Defendants' actions. Accordingly, this Court orders that:

1. Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be preliminarily enjoined and restrained from:
 - a. using the Real Value Trademarks or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Real Value product or not authorized by Real Value to be sold in connection with the Real Value Trademarks;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Real Value product or any other product produced by Real Value, that is not Real Value's or not produced under the authorization, control, or supervision of Real Value and approved by Real Value for sale under the Real Value Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of Real Value, or are sponsored by, approved by, or otherwise connected with Real Value;
- and

- d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Real Value, nor authorized by Real Value to be sold or offered for sale, and which bear any of Real Value's trademarks, including the Real Value Trademarks, or any reproductions, counterfeit copies, or colorable imitations.
2. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
3. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, and the domain name registrars, including, but not limited to, GoDaddy Operating Company LLC, Name.com, PDR LTD. d/b/a/ PublicDomainRegistry.com, and Namecheap Inc., within seven (7) calendar days of receipt of this Order or prior to the expiration of this Order, whichever date shall occur first, shall disable the Defendant Domain Names and make them inactive and untransferable until further order by this Court.
4. Upon Real Value's request, Defendants and any third party with actual notice of this Order who is providing services for any of Defendants, or in connection with any of Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc., AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc., ContextLogic Inc. d/b/a Wish.com ("Wish.com"), and Dhgate (collectively, the "Third Party Providers"), shall, within seven (7) calendar days after receipt of such notice, provide to Real Value expedited discovery, limited to copies

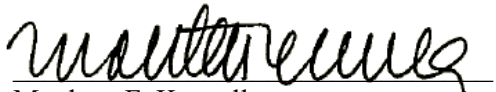
of documents and records in such person's or entity's possession or control sufficient to determine:

- a. the identities and locations of Defendants, their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including all known contact information and all associated e-mail addresses;
 - b. the nature of Defendants' operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Online Marketplaces; and
 - c. any financial accounts owned or controlled by Defendants, including their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, PayPal, Inc. ("PayPal"), Alipay, Wish.com, Alibaba, Ant Financial Services Group ("Ant Financial"), Amazon Pay, Payoneer, Stripe, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
5. Upon Real Value's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 4, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the Real Value Trademarks.

6. Any Third Party Providers, including PayPal, Alipay, Alibaba, Ant Financial, Wish.com, and Amazon Pay, Payoneer, Stripe, shall, within seven (7) calendar days of receipt of this Order:
 - a. locate all accounts and funds connected to Defendants' seller aliases, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, and any e-mail addresses provided for Defendants by third parties; and
 - b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further order by this Court.
7. Real Value may provide notice of the proceedings in this case to Defendants, including service of process pursuant to Fed. R. Civ. P. 4(f)(3), and any future motions, by electronically publishing a link to the Pleadings, this Order, and other relevant documents on a website and by sending an e-mail with a link to said website to the e-mail addresses provided for Defendants by third parties. The Clerk of the Court is directed to issue a single original summons in the name of "Sokia and all other Defendants identified in the Operative Complaint" that shall apply to all Defendants. The combination of providing notice via electronic publication and e-mail, along with any notice that Defendants receive from payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.
8. Plaintiff's Pleading(s) DOCKET NO. 2 and Exhibits 1-3 thereto, DOCKET NO. 4, DOCKET NO. 9 and Exhibits 1-26 thereto, and the TRO DOCKET NO. 19 are unsealed.

9. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order as permitted by and in compliance with the Federal Rules of Civil Procedure and the Northern District of Illinois Local Rules. Any third party impacted by this Order may move for appropriate relief.
10. The \$10,000 bond posted by Real Value shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

SO ORDERED:


Matthew F. Kennelly
United States District Judge

Dated: 7/15/2024

Schedule A

Doe	Store Name	Merchant ID
1	Sokia	A10XKLS1TMPAY9
2	Xmxhmb	A12ZRDGIZAGGOH
3	SHIUSHING	A149XFXSNL6W1X
4	dongguanzhengxi	A14PXV8MC8SJ5R
5	ShiPinB	A14ZQF8XMXU6H8
6	Drinkware Designs	A154W6VGKT21N6
7	Duvisi	A1583K0YCY3QO0
8	XuJiaQiangDP	A16Z061ID171NG
10	hlwenaew9875	A19YLMZ5Q9M6YV
12	SuTo store	A1AMRMVKVBKBE
13	lililiee	A1BOEBT8G42685
14	Pandance Direct	A1CL45WRBWALXC
15	E-C Mega Store	A1D6PJ9HVXZBIQ
16	AQUASHIELDING	A1E0Z7L6RBJNX2
17	Abdul Jalloh.	A1FA7TIF544KSN
18	Independent designer	A1FSR65MTH2000
19	XiYongB	A1JV4C5DN1SHOU
20	Butter Cat	A1N8T2Y1X3NPWE
21	PtPade	A1NCJM47R6ZGUP
22	Qiaochengqujingyinfuzhuangwangdian	A1O93JQNGHT0LU
23	Bomingrui Store	A1PP2M593DHAD5
24	Chocohuixin	A1PYM1AH02KQ29
25	Rizai Official	A1SXN7DF8HJQKY
26	Daofaith US	A1U821Y9I9E7Y9
27	Jdzeyukk US (7-14 Days Delivery)	A1UHNSMJFZW5WS
28	segwewg025	A1V0SEJ2V8KUML
29	ROngzhi	A1VXLETUH21S8A
30	ÈôïË•øÊμΣÊúàÂß´ ÁíúÁΩëÁ°úÁβëÊäÄÊúâÈôêÄÖ´ ÂèΠ	A1W00XL01YJRD
31	MAYUB	A20BYUG656KLLI
32	Ramiraze Elegant LifeStyle	A228VVPGEZT0WW
33	BAISHIDA-US	A22D8PJD6SY3S0
34	ÁëüÂÆêÈìðÂπ≥ÁíμÂ≠êÂïÜÂä°ÊúâÈôêÄÖ´ ÂèΠ	A23H8DOF4UA11I
35	DQianQ	A23U8TUWJP8COI
36	AIBEYOU	A23XPVQ5ISQXHD
37	hjdkl987654	A25AV849GFU6XG

38	CROST	A29TB2OR2ZL73B
39	SanHaoXiong	A2ACH7SWCWRT6T
40	ZHENG JUAN	A2BBXISM4V0H73
41	Daisy and Lucy	A2BD5V7P0B4MKV
42	BOKI tech	A2BFL05I68MAW6
43	Fengwan Electronic commerce	A2GPT1Z9BO224W
44	HNHEMING	A2HLZTTLI9D8YG
45	Socosun	A2JYLOEJYOT7OB
46	Living By Parise	A2MEA85SQY505H
47	Yuxuanzen	A2PG2395T8N8C
48	yunxiaoxianjidingbaihuodian	A2QBXDG2J6QYRZ
49	Zhenliyin	A2ROCGBU8YDNDZ
50	YeFangKun**DP	A2SFBWN2BH2SBS
51	Besot crystal	A2T7EGAD45QSR1
52	Lovely-US	A2U06B8UJKI46M
53	Bulletgxll	A2UOOUECNKETT
54	JiaoLongW	A2UQHUGC953SLZ
55	Huwennkin99	A2V71G1OHF3KIE
56	SenML	A2VP9QT3BPTRZ
57	Aqua Watts	A307QMDBWQ1UQC
58	Ling Guan	A31263CIV7M7QD
59	XComfort Direct	A31TVMB2ZMM0WX
60	Qiao Li Pan MK Shop	A32S01U9UL7NG8
61	VunKo	A33GSTJ5PEOXZF
62	Ewixni	A36GR8QAXQ20UI
63	wiseworldstore	A37KGFUD6E0489
64	beimeikun	A3API743RK80FX
65	%∞∏āÊμΣÈáëËÄâÊô∫	A3BJ7AC13MVOE0
66	QJJ Cake	A3D92MII5F6Q61
67	Moneyla	A3F89DRPSWCYIX
68	ONLYONEE	A3H79W3FU31MUE
69	noalng	A3KKPTBNNBP1T1
70	SHYKEY	A3M2M3USWGMJDN
71	huangshengjia	A3MBM23V7EJE96
72	dwstrade2022	A3N86ETM9Q99N0
73	yang zhi can	A3PO51LUCXUYG8
74	BSDWORLD	A3RK2J08A0AOOV
75	FANG SHUANGYAN	A3SKKME5OJECKK
76	AYAN FASHION STORE	A3VULQPK4T9VTV

77	SOFEXM	A58MHWDFYYY3H
78	Ecom-Home	A7530ESOHDU6U
79	GoSmart1	A8R1EUUKT42LZ
80	SnyueStore	ABC9DMGFH2URE
81	EDEM SHOP	AHB4AS423GSEW
82	QKELIM	AHRM8UONTRFDZ
83	Hercart	AIE9RNAD477B6
84	chunxin	AIEAEGGKDINCT
85	jiangqiushangmao	AKWMSKYDPGD70
86	JandC,Äò	ALCXXAQZARG6M
87	VINTAGE VOGUE 71	ALD0KAJG58VAV
88	BEREKAI	ALOFV72I7HE6R
89	ZREGGUR	AMCZP6H2KGJ2H
90	chengdujiyoujishangmaoyouxiangongsi	AOSPB3FBKQQED
91	YoungHZ	AQ1AM5AVPMWLE
92	vtgdyeww	ARIUTT66L1UTT
93	SENYURI	ARQ3QW4LR3UVD
94	LUMBLEY	ASSIBYK6TH2WA
95	Yogayet	ATHGE2ZS85NCS
96	RAXCX	AVKKFJJ6VVVNS
97	Lvliang Lishi District Kaixuan Electronic Products	AWG2LTKH97TCY
98	tongshanxianhaiyangbaihuodian	AWTUEP81HVGJ5
99	xinshaoxiantanfuxiangyuxinbaihuodian	AY92SL0YSMYG0
100	calalilly-4	calalilly-4
101	dressystaronline	dressystaronline
102	fadacaitop	fadacaitop
103	homestyles05	homestyles05
104	jinyi9397	jinyi9397
105	myposh8	myposh8
106	top-gift-2017	top-gift-2017
107	vaa6137	vaa6137
108	ylj_3005	ylj_3005
109	TYUANYANG General	3726363171
110	matianling jiaju	4424855738
113	SIPSTER	sipster.se
114	NEW TAG	117589590209
115	pinyutoys	120413630513
116	VWPARTS	253747509588
117	RELLO TOY	2575827155869

118	GEMFUL	27434552008
119	SAKURA TRAIN COLLECTION	274882056299
120	QKELIM	2754001865120
121	YSC Home	31432356097
122	vigo	3597678204012
123	Yazen Shop	4840584441564
124	NEPLUS	5142662753517
125	Jayden cool shop	5184341505540
126	XYZ Home	5295738144703
127	Jun creek	560929275662
128	Artistic Lfie	5650859086687
129	YoJoy	5736622952333
130	Rocky Tumbler	5769063605393
131	Allbottle	5781826436322
132	Hangzhou Yiheda Technology Co	6228541986278
133	GIFUBOWA	6319846829184
134	IMC Shopping	634418209597066
135	AOBOBEIYE	634418209921259
136	NEFF	634418210840497
137	Home home home	634418210846414
138	Morishimas Live Shop	634418211063201
139	High Pretty	634418211325138
141	SERENITY DRINKWARE	634418211622619
142	personalcreations	634418212869579
144	Misstwo	634418214559831
145	AIEIKSIX	634418214645607
146	Jlin Shop	905530420184
147	CloudCart	95712430330
148	VISLAND	101043403
150	PARACITY Direct	101183433
153	Treasure Sky Store	101204430
154	YAWAN Co.Ltd	101223879
155	ZD Shopping Mall Co.Ltd	101228380
156	BEAU HOME	101238646
157	JoyfulMart	101240662
158	Likede Store	101242576
159	XDASG	101247976
161	Ludlz	101266801
164	PeanutsPaint Company	101280117

165	SupergoodNo1	101289821
172	KUNGU Co.Ltd	101326024
174	Maoxinze Official	101345355
175	laukyu	101420345
177	HengJia	101522382
182	shengsuosi industry	101542636
185	WHLECA	101550077
193	Balieda Co.Ltd	101591856
194	Yueyihe	101598222
195	zhijiangshixianzoumao	101607774
196	chengdushengqinanshangmao	101608829
197	Binzou	101610561
198	Binzhouyucong	101610822
200	Sea Ying Garden Co., Ltd	101621866
203	People's Clothing	101640184
204	Flying Clothing	101640207
205	kunmingchengui	101642286
206	Tehtuy	101661855
207	YJIE STORE	101674449
208	Hexiang Packaging Co., Lt	101675200
209	Fly shop	549d63d640b3781a59080fb6
210	iDigital	55b08e1aa13a384071eb0531
211	Jason Store2017	58ad554ee5177c50735bc9c3
212	Dedicated To Comfort	5ac199059c15ff6cb7d0c98c
213	cuongeuro	5db908f69f99cc05375301c8
214	minggao store	5ed4b997c1546d3142f5efd4
215	Shenzhen Fenghua Sitong Trading Co., Ltd.	13260
216	Shenzhen Juyuan Xunnuo Technology Co., Ltd.	9292
217	Shenzhen Hongfu Wuzhou Technology Co., Ltd.	14285
218	Shenzhen Hongfu Wuzhou Technology Co., Ltd.	9324
219	Shenzhen Haopaimei Technology Co., Ltd.	14401
220	Shenzhen Qianhua Trading Co., Ltd.	8173